

**PRASAR BHARATI
INDIA'S PUBLIC SERVICE BROADCASTER
O/o ADDITIONAL DIRECTOR GENERAL (E)(WZ)
ALL INDIA RADIO & DOORDARSHAN
MUMBAI-400 030.**

No. ADG (E-WZ)/37(2)/2020-21/IEBR (METP)/14

Dated. 10.09.2020

Enquiry

To,

Sub: Procurement of MOSFET for 10KW DB Electronika make F M Transmitters at AIR Stations in West Zone

This office is interested in purchase of below mentioned equipment's/ components as per specifications and invites your quotation

Sr. No	Description	Qty. Required	Estimated cost
1	MOSFET MRFE6VP61K25H for 10KW DB Electronika make F M Transmitters	6 Nos	Rs90,000/-

Important Note:-

The quotation/offer without OEM's Authorization will be rejected

The quotation should be sent in a sealed cover to the address given below, so as to reach on or before **1500 hrs on 07/10/2020**

Shri: P. M. Mehta Assistant director (E)
PRASAR BHARATI (India's Public service Broadcaster),
All India Radio: Regional Workshop
Opp.Gorai Bus Depot, Gorai Road,
Borivali (West), Mumbai 400091

THE COVER SHOULD BE SUPERSCRIBED WITH THE FOLLOWING:

- a. **Supply/ Work for which quotations are enclosed.**
- b. **Reference to letter of enquiry.**
- c. **Due date and time of opening quotation.**

The Quotations will be opened in this office on **07/10/2020** at **1530 HRS** in the presence of tenderers or their agents such as they may choose to attend.

QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.

The firm should not have been blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India The self certificate is to attached in this regard in the format given annexure-3

Mane M L
Assistant Engineer
For Additional Director General (E)(WZ)

Email ID- aimaintenancewz@gmail.com, marautilaxmanmane@prasarbharati.gov.in

Terms and conditions

1. The prices given should be firm and as under.
 - a. The Prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non responsive and rejected.
 - b. The 'Unit' price should be for the unit as indicated in the tender enquiry.
 - c. Prices quoted should be for delivery at given place in India and Inclusive of charges as packing customs, etc, wherever applicable.
 - d. The quotation should specifically mention rates for specified Supply/works & Taxes if any, separately.
 - e. Prices including grand total are to be written in figure as well as in words.
2. In case of Quotation of F. O. R Station of dispatch basis, the purchaser will not pay separately transit insurance and the supplier will be responsible until the stores arrive in good condition at the destination. Tender/quotation in which transit insurance has been specified as an additional item of expenditure is liable to be ignored.
3. The tender shall consists of namely:
 - a. **EMD: Earnest Money amounting to 4500/- (Rupees four thousand five hundred only) in the form of Demand Draft on Nationalized Bank/Commercial Bank Fixed Deposit Receipt or Bank Guarantee from any commercial bank drawn in favor of Prasar Bharati, CE(WZ), AIR & DD, Mumbai** should accompany the tender. EMD exemption is applicable to Micro and Small Enterprises (MSE) as defined in MSR procurement policy received by Department of Micro Small and Medium enterprises(MSE) or to those who are registered with the central purchase organization, National small industries corporation (NSIC) or the Concerned Ministry or Department (MIB/DG:AIR/DG:DD).

The EMD should remain valid for a period of forty-five (45) days beyond the final bid validity period.

(c) If a tenderer whose tender has been accepted, fails to furnish Security Deposit within 2 weeks from the issue of the acceptance offer of the tender, the offer is likely to be cancelled.

Tenderer should quote for all the required items. Partial tenders will be rejected.

- b. **SECURITY DEPOSIT:** The Successful Tenderer shall furnish the Security deposit within 2 weeks after placement of order at the rate of **5 % of the order value, failing which the EMD will be forfeited automatically, to Prasar Bharati without any notice.** The security deposit shall be furnished in the form of demand Draft/Bank Guarantee from nationalized bank drawn in favour of **Prasar Bharati, CE (WZ), AIR & DD, Mumbai.** The security deposit will be returned in full on completion of Guarantee/Warranty Period.
- c. **Make, type, literature and specifications of the stores offered should be uploaded.**

4. TAXES:

As per Govt of India's decision Goods and services Tax is introduced w. e. f. 1.07.2017. Hence taxes will be applicable as per provisions, Rules and regulations of Goods and Services Tax Act.

In case of any change in Government Regulations regarding taxation, taxes will be applicable at actual on the date of billing.

5. The contractor shall make his/her own arrangement for storage of all equipments and Materials bought to site from time and their safe custody at site till they are taken over by the indenter /his representative. .
6. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out.
7. Contractor liability for damage caused during installation work and imperfection noticed:
If the contractor or his/her workmen or servants shall break ,deface, injure or destroy any part of the building in which they may be working or building road kerb, fence, enclosure, water pipe, cable, drain, electric, or telephone posts or wires, trees, grass or grasslands or any Technical Equipment in the premises on which the work or any part of it as being executed, or if any defect shrinkage or other faults appear in the work the Contractor shall make good at his /her own expense, or default, the indenter may get the same rectified and deduct the expense from any amount that may be than due or at any time there after may become due to the contractor.
8. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of injury to any person howsoever arising out of the work in the course of such installation. The contractor shall discharge his entire under the India workmen in his employment.
9. **GUARANTEE/WARRANTY PERIOD:** The equipment supplied shall be warranted for trouble free operation for one year.
10. **COMPLETION PERIOD:** The entire Supply at All India Radio site shall be completed within **two Months** from the date of placement of order. **The supply order will be treated as terminated automatically unless otherwise extended in writing.**
11. **TERMS OF PAYMENT:**
100% Payment will be released on satisfactory completion of entire Supply as specified and final acceptance of the equipments by consignee. Further the contractor/supplier/firm should submit the all bank details such as;
 - a. Name of the Bank and Branch
 - b. Account Number
 - c. IFC code and MICR Codealong with their bill for online payment (if possible, a Photostat copy of the cheque leaf may be enclosed).
12. The quotations submitted shall remain open for acceptance for a period of **180 (one hundred eighty) days** from the date of opening of the Tender if any Tenderer/suppliers withdraws his Tender/quotation before the said period or makes any modification in the Terms & Conditions on the Tender/Quotation which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, by at the liberty to forfeit 50% of the Earnest Money as aforesaid.
13. Both your **PAN- permanent income tax account number** and income tax circle & your **TIN-Tax identification number** and the tax circle should be definitely indicated **in your quotation in addition to GSTIN number.**
14. **After Sales Service and Training:**
The tenderer must furnish complete details of after sales service arrangement including training to be provided in respect of the equipment. After sales service arrangements should include details of infrastructure facilities available in the country. **The training should be made available free of cost at sites.** Failure to give this information, will lead to automatic rejection of the offer, without any reference to the Bidder.
15. **Unsolicited Post Tender Modification:**
In case certain clarifications are sought by this Organization after opening of tenders, then the reply of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies his

Bid (including a modification, which has the effect of altering the value of his offer) after the closing date without specific reference by this Organization shall render the bid liable to be ignored and rejected without notice and without further reference to the Bidder. Canvassing in any form by the Bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the Bidder.

16. Clarification in respect of incomplete offer:

This Organization has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organization to seek clarification in respect of incomplete offers. Prospective Bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organization's requirements may be rejected without seeking any clarifications.

17. Replacement/Rectification:

In the event the stores supplied are found to be defective, the supplier will have to take back the defective materials at his own cost and replace the defective Stores free of charge without loss of time. The supplier will not be entitled to dispose of the Store Equipment / Material given for replacement / rectification without the prior permission of this Organization. All charges concerned with the rectification including freight charges will be borne by the supplier.

18. RIGHT OF ACCEPTANCE:

The undersigned reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Further the undersigned reserves himself the right to increase or decrease up to 50% of the quantity of goods and service specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract . This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. All Quotations/Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be reject The competent authority on behalf of Prasar Bharati reserve himself the right of accepting the whole or any part of the Tender shall be bound to perform the same at the rate quoted.

19. Canvassing whether directly or indirectly, in connection with Tender/quotation is strictly prohibited and the Tender /quotation submitted by the contractors/suppliers who resort to canvassing will be liable to rejection.

20. LANGUAGE/UNITS:

All information supplied by the Tender &all markings, notes, designation on the drawings & associated write-ups shall be in "English/Hindi language" only all dimensions, units on drawings, all reference to weights, measures &quantities shall be in SI

21. Eligibility Criteria: Bids should be from actual manufacturers. Bid from sole selling agents / authorized distributors / Authorized dealers/ Authorized contractors can also be considered provided such bids are accompanied with necessary supporting documents / authority letter from concerned actual manufacturers who authorized them to market their products, provided further, such an authority letter is valid at the time of bidding. The supplier / contactor shall ensure that the required warranty cover is provided by the original manufacturer of the product.

The tender should attach documentary proof (mini. 1 certificate) for having successfully completed supply of similar. The tender without qualification certificate and authorization letter from the manufacturer will be rejected on date of opening without further intimation.

22. ADDITIONAL QUANTITIES

The purchaser reserves the right to place order for additional quantity up to 100% of the ordered quantity at the same rates and terms and condition during the currency of the contract.

23. FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be essence of the contract. If the contractor/supplier fails to deliver the stores/execute SITC/SETC, or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such Periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:.

- a. Recover from the Supplier/contractor as agreed, liquidated demurrages including administrative expenses and not by way of penalty a sum equivalent to 0.5% per week up to maximum limit of 5% of the contract value for such delay or part thereof (this is an agreed , genuine pre-estimate of demurrages duly agreed by the parties) which the supplier /contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 5% of the contract price of the stores/ SITC/SETC After full period of extension (Maximum 2 months after the normal delivery period),the contract will be automatically treated as terminated, unless otherwise extended in writing and the security deposit will be forfeited.
- b. Purchase or authorize the purchase elsewhere on the account and the risk of the contractor /supplier of the stores not so delivered/SITC/SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of purchaser which shall be final readily procurable)by serving prior notice to the contractor /supplier without cancelling the contract in respect of the installment not yet due for delivery or,
- c. Cancel the contract or a portion thereof by serving prior notice to the Contractor /supplier and if so desired purchase or authorize the purchase of the stores not so delivered /SITC/SETC not carried out or other of a similar description (where stores not delivered /SITC/SETC not carried out exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable)at the risk and cost of the Contractor/supplier If the Contractor/Supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not the security deposit from the firm on whom the contract is placed ,at the risk and expense of the defaulted firm .
- d. Where action is taken under sub-clause (b) or sub clause (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchaser or if there is agreement, to purchase, such agreement is made in case of failure and ion case of repudiation of contract the contractor/supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor/supplier.
- e. It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 5% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order from the bill for payment of the cost of materials/works submitted by the supplier/contractor in accordance with terms of supply order on instruction from purchaser regarding liquidated demurrages amount.
- f. Notwithstanding anything stated above equipment and materials will be deemed to have been delivered /STC/SETC will be deemed to have carried out only when all its components parts are also delivered. If certain components of stores are not delivered in the time /SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the parts are also delivered.

24. ARBITRATION OF CONTRACTUAL DISPUTES:

If a dispute arises out of or in connection with the contract or in respect of any defined legal relationship associated therewith or derived there from the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules 1996 The Authority to appoint the arbitrators shall be the International centre for Alternative dispute resolution.

The international center for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rule 1996

A) The number of arbitrators (s) shall be one who has legal as well as Technical Background.

B) The Place of arbitration proceeding shall be Mumbai only.

25. Tenderers are requested to fill the check list duly filled in as per proforma provided on the website. Incomplete check list or non compliance may result in rejection of the Tender.

Schedule of Requirement

Subject : Procurement of MOSFET for 10 KW D B Electronika make F M
Transmitters at AIR Stations in West Zone

S.No	Description of Work	Unit	Rate	Amount Rs.
1.	MOSFET MRFE6VP61K25H for 10 KW D B Electronika make F M Transmitters	1 no		
	TOTAL Amount			
	SGST @.....			
	CGST@.....			
	IGST@.....			
	GRAND TOTAL			
Grand Total in Rupees(In words) :				

Signature and seal of the tenderer.

Annexure 1

Documents to be enclosed along with quotation

Sr. No.	Checklist point
1	Earnest Money Deposit (EMD) Demand Draft
2	Registration of firm with NSIC for exemption of EMD
3	Copy of PAN Card
4	Copy of GST Registration
5	Eligibility Criteria, documentary proof of having completed similar type of work/ supply.
6	Technical leaflets/manual for the make and model being offered
7	Whether the OEM's Authorization letter enclosed
8	Whether firm has submitted Certificate the stating that the firm has not been blacklisted by any government organization

GENERAL TERMS AND CONDITIONS FOR SUPPLY ORDER

1. **NAME OF PURCHASER** : Prasar Bharati
2. **PAYING AUTHORITY** : The Additional Director General (E-WZ), AIR & DD, Mumbai.
3. **PAYMENT TERMS**
100% payment will be released on satisfactory delivery of entire materials / stores and successful completion of work on each site.
4. **BILLS** :
All the supplies and works shall be in conformity with the order and all the part bills shall be prepared in quadruplicate in the same format as that of the Supply Order. All those part bills shall be submitted to the consignee for necessary certificates and onward transmission to the paying authority.
5. **DESPATCH INSTRUCTIONS:**
The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D69 (revised).
6. The contractor shall arrange to dispatch the goods duly insured direct to the consignee under prior intimation for delivery at site by whichever mode of transport he may choose, to ensure safe delivery of goods at site. Unloading shall be done at site at the contractor's expense. The consignee will provide only storage space. The contractor will provide his own security like locking etc., and store the materials at his own risk.
7. **INSPECTION** :
The material will be inspected at site before commencing the work. All necessary tools/ equipment's will be arranged by the manufacturer / tenderer. If required any other tests required to be necessary will required to be carried out for which arrangement is to be made by the manufacturer / tenderer. In case of disputes third party inspection will be carried out as per BIS standard for which charges will be borne by the firm / tenderer. If any damages are found, material will be rejected.
9. **INSURANCE:**
The contractor shall arrange for the insurance covering the risk during transit, storage All the charges for such insurance shall be borne by the contractor.
10. **ADDITIONAL QUANTITIES:**
The purchaser reserves the right to place order for additional quantity up to 50% of the ordered quantity at the same rates and terms and condition during the currency of the contract.
11. **PENALTY FOR DELAY**
If the contractor is unable to complete the supply, installation, testing and commissioning within the stipulated time limit the purchaser may at his option allow such additional time as may be considered justified with/without penalty and without altering terms and conditions of the order. In the event of failure of the contractor to complete the supply, installation testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty of **0.5%** per week or part thereof the contract price. The Contractor's liability for delay, however, shall not exceed 10% of the total contract price.

12. GUARANTEE/ WARRANTY:

The contractor shall accept clause-18 of the Form no. DGS & D-71 with exception that his obligation shall be limited for a period of 12 months from the date of taking over completion of the successful performance excluding down time during which the equipment was not working satisfactorily due to defective parts, faulty material/ design/workmanship or faulty erection. During the guarantee period the contractor shall repair or replace free of charge any parts that will become defective due to faulty material design, workmanship.

13. CONDITIONS OF CONTRACT:

a. DGS& D-68 (Revised) and DGS & D-71 as amended up to date. However, such of these conditions stipulated on this tender shall supercede corresponding conditions in DGS & D-71.

b. The contractor shall submit the duplicate copy of supply order duly signed and stamped along with acceptance letter and Security Deposit within 2 weeks. No supplies will be made and no work shall start unless the acceptance is signed by the contractor.

14. ARBITRATION OF CONTRACTUAL DISPUTES:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules, 1996.

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Annexure-3

CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANIZATION

To,
Additional Director General (E) (WZ),
All India Radio & Doordarshan,
3rd floor, AO A building, Doordarshan Complex
P. B. Marg, Worli
Mumbai -30

Sir,

This is to certify that M/s _____ has not been blacklisted by any Government Organization before submission of the quotation

Yours faithfully,

Authorized Signatories
(Name & Designation)

Date :

For and on behalf of M/s _____.

